

## **BID #WG20-02A SPECIFICATIONS**

### **INSTRUCTIONS AND GENERAL INFORMATION**

The Baldwin County Commission is seeking a contract for Charter Transportation Services.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

The bid shall be based on the premise that the Commission will not be responsible for financing, holding title or licensing of any vehicles. The Contractor must purchase and pay for all fuel utilized for all equipment as required in the performance of this Contract.

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. **All exceptions must be listed and attached to the bid response form.**

**The Baldwin County Commission intends to award the bid to one vendor.**

### **BIDDER QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

**Written responses must be provided for the following areas. Please use a separate sheet to address items "A" thru "D".**

- A. Indicate that the company has a **minimum of five (5) years of experience** in the State of Alabama in bus operations and transportation.
- B. Indicate the number and types of buses, including seating capacity and model year, in your fleet, where the buses will be housed during the contract period, and how that location is adequate for the performance of this contract.
- C. Indicate all contracts that your firm has defaulted on in the past seven years.

- D. Indicate the locations of five (5) Contracts you have had in the past three (3) years.  
Indicate the size of the contract including the number of buses and drivers required.  
**Include the telephone numbers and names of the responsible companies.**

### **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all employees to be engaged in work on the project under his contract, and in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

### **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

#### **SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

#### **INDEMNITY AND HOLD HARMLESS PROVISIONS**

To the fullest extent allowed by law, the **Contractor** shall indemnify and hold harmless the County, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by an act or omission of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The **Contractor** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. **Contractor** shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The **Contractor** shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. **Contractor** shall make good any injury that may have occurred to any structure or utility in consequence of the Work.

In any and all claims against the County or their officers, agents, employees or representatives by any employee of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnity obligations set forth in the bid documents and the Contract shall survive the expiration or termination of the Contract.

## **PRICING**

Prices quoted shall be firm for the period of **Twelve (12) months** beginning upon the same date as the full execution of the Contract.

Bids are to reflect a cost breakdown for:

1. A per bus, per day in County Transport
2. A per bus, per day Out of County Transport without overnight stay
3. A per bus, per day Out of County Transport with overnight stay

All trips/services are to include and all peripheral costs (i.e. use of the vehicle, labor, materials, equipment, maintenance, gas, licensing, permits, insurance, bond, lodging etc.)

## **INVOICES**

Invoice submitted from the Contractor for each event shall include the following (itemized):

- Date
- Time
- Vehicle
- License Plate
- Number of Passengers
- Itemized Cost of Service
- Number of miles, start time and end time of service.
- Name of event, any known issues or problems.

## **CONTRACT PERIOD**

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) month period.

## **CONTRACT TERMINATION WITHOUT CLAUSE**

The County may be terminated the Contract upon giving thirty (30) days advance written notice of an intention to terminate.

## **EQUIPMENT**

Contractor shall keep all equipment used in the transportation in strict accordance with the State of Alabama Minimum Standards, as well as all federal and local laws. All equipment shall be maintained in sound mechanical condition at all times to pass the required Inspections. Any vehicle that does not comply with inspection requirements shall not be used. All vehicles must have inspections in accordance with all federal, state and local legal requirements.

Contractor shall have working Air Conditioning and Heater and provide equipment as necessary to transport persons in accordance with identified disabilities (wheel chairs).

Buses shall be kept in a clean and sanitary condition at all times and shall not be more than seven (7) years old. All contractor-owned or leased equipment must be open to examination by authorized County personnel during normal working hours.

Contractor shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. Standby vehicles shall meet the same standards as regular scheduled vehicles.

## **OPERATIONS**

It shall be a primary obligation of the Contractor to operate its affairs so that the Baldwin County Commission will be assured of the continuous, safe, and reliable service.

Contractor shall provide qualified and appropriate drivers for each vehicle operated in performance of this contract.

Drivers must be fully licensed in accordance with all state and federal laws, rules and regulations. Contractor shall provide all drivers with periodic in-service training relative to all facets of the driver's job. All drivers must comply with the provisions for criminal background investigations. The County may do random inspections of the buses and drivers chartered by the County. When an identified County employee inspects the vehicle, the driver will be required to produce their current CDL, Medical Card during the pre-trip/post trip inspections of bus.

The Baldwin County Commission shall have the right to require the dismissal of any person or driver employed by the Contractor whom, in the Baldwin County Commission opinion, is not qualified or appropriate to operate a bus or otherwise assist the Contractor in performing this contract.

Upon request, Contractor's drivers shall assist any handicapped passengers on and off Contractor's vehicles utilizing the proper device that may be needed. Drivers have responsibility for safely seating the handicapped passenger.

The Contractor must provide drivers that are clearly identifiable. Drivers must wear identifying uniforms, and be experienced. Drivers should be friendly and courteous to all passengers. Drivers will present themselves in a professional manner at all times during contract event period. Failure to do so will disqualify said driver from further contracts with the County.

Coordinate transportation schedules with Baldwin County Commission contact person. Inform the County of any delays/updates.

The Contractor Liaison must have the authority to resolve problems such as scheduling, personnel, vehicle problems, etc. that may occur in connection with this Contract.

The Contractor will be responsible for checking arrival and/or departure times.

The Driver must assist with the loading and removal of all baggage, and other equipment into and out of the vehicle.

Transportation schedules are subject to changes up to and including the day of the event. Schedule changes may affect pick-up and/or departure dates, times and/or locations.

Each bidder shall certify that it shall provide a drug free workplace and conduct drug and alcohol testing on all drivers.

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of Federal, State, County, Township, and other local government agencies which may in any manner affect the performance of the contract, and in particular any such laws pertaining to safety and license requirements. The Contractor, in performing under this Contract shall not discriminate against any

worker, employee or applicant, or any member of the public because of race, creed, age, sex or national origin, nor otherwise commit an unfair employment practice. If Contractor violates any provisions of any such laws, ordinances, regulations, codes, requirements, etc. then this Contract may be canceled or voided in whole or part.

### **MANAGEMENT PERSONNEL**

The Contractor shall provide a contract manager, and other adequate personnel as necessary to provide proper supervision over its employees and to maintain proper transportation records for County Commission.

### **SERVICES**

The Baldwin County Commission may request transportation services verbally or in writing a minimum of 14 calendar days prior to the proposed trip. All orders must be acknowledged by the Contractor within two (2) calendar days from the date of the order on the Contractors standard confirmation form. If the County requests a trip with less notice than the required 14 days, Contractor's obligations will be subject to the availability of a vehicle.

The Baldwin County Commission reserves the right to cancel any trip with a forty-eight (48) hour notice without penalties/charges.

Parking fees, entrance fees, tolls, and similar incidental trip expenses, if reasonable and necessary for completion of the trip, shall be expenses of the County reimbursable to the Contractor at actual cost. Trip mileage and time shall be from County-requested origin to County-requested destination(s). Added trip mileage or time (if applicable), if approved or ordered by the County, shall be expensed of the County payable to the Contractor at the bid price.

Bid Items 1 through 6 in response form will be individually awarded to the lowest responsible bidder meeting specifications. A bidder may indicate "No-Bid" on any of the items if it does not wish to bid on the particular item.

In the event that the awarded bidder cannot or does not comply with the requirements of this bid for a specific trip request, then the secondary awarded bidder will become the prime supplier for the requested trip. A non-compliant supplier will be noted as non-compliant. After two instances of non-compliance the supplier will be disqualified from future trips under the annual bid.

### **SUPERVISION OF LOADING AND UNLOADING**

The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and that the Contractor will provide full-time office operations for reporting of transportation problems.

### **ARRIVAL AND DEPARTURE TIMES**

All buses shall be scheduled to arrive no less than five (5) minutes nor more than fifteen (15) minutes prior to the scheduled arrival time and shall depart no less than ten (10) minutes after scheduled time.

**BID #WG20-02A RESPONSE FORM**

**Provision of Charter Transportation Services**

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Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep \_\_\_\_\_

\_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

**All exceptions must be listed and attached to the bid response form.**

**BID #WG20-02A RESPONSE FORM**

**Provision of Charter Transportation Services**

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**QUESTIONNAIRE**

- Please provide information regarding your company and its officers.
- In the past five (5) years has your company or its officers had any Litigation regarding charter bus service? If yes, how many?
- Provide an after-hours contact number for cases of emergency.
- Provide any other information regarding your company, services, awards etc... which will assist in review of your proposal.
- Indicate the information you will require from the County to schedule service under the proposed contract.
- Provide your company emergency procedures for a disabled bus, i.e. accident, breakdown, etc.... to ensure that a backup bus is sent.
- Provide a Certificate of Insurance naming the Baldwin County Commission as additional insured. Baldwin County Commission will also require proof that the insurance company be rated A-9 or equivalent by Best's Financial Strength Rating Guide.
- Provide a letter ensuring each driver is in a qualified Drug and Alcohol testing pool that meets all Federal standards and requirements.
- Responses to Items A through D under Bidder Qualifications.



**BID #WG20-02A RESPONSE FORM**

**Provision of Charter Transportation Services**

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Bid Items 1 through 6 below will be individually awarded to the lowest responsible bidder meeting specifications. A bidder may indicate “No-Bid” on any of the items if it does not wish to bid on the particular item.

A Trip shall consist of the mileage and time from the County-requested origin to County-requested destination(s).

**Bid Pricing**

1. A per bus, per day, in-County Trip with a vehicle that can accommodate up to 28 passengers.  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter
2. A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 28 passengers.  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter
3. A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 28 passengers.  
  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter
4. A per bus, per day, in-County Trip with a vehicle that can accommodate up to 45 passengers.  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter
5. A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 45 passengers.  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter
6. A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 45 passengers.  
\$ \_\_\_\_\_ per mile  
\$ \_\_\_\_\_ for first \_\_\_\_\_ hours and \$ \_\_\_\_\_ per hour thereafter

State of Alabama       )  
County of Baldwin    )

## **CONTRACT FOR CHARTER TRANSPORTATION SERVICES**

This Contract for **Charter Transportation** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas,**

**Whereas,**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY:           Baldwin County, Alabama
- B. COMMISSION:    Baldwin County Commission
- C. PROVIDER:

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG20-02A”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG20-02A named, Provision of Charter Transportation Services for the Baldwin County Commission”.**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be \$ \_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon the expiration of twelve (12) months or upon written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all

personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

**XXVIII: Surety:** As a material inducement for the County to enter this Agreement, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
WAYNE DYESS /Date  
County Administrator

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**



PROVIDER:

Insert Name

\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires